

Registered Mail™ RA 329754717 US

August 29, 2013

*Walter Olszewski
104 West Loma Alta Drive
Altadena, California 91001*

*United States Bankruptcy Court
for the Southern District of New York
One Bowling Green, Room 534
New York, New York 10004*

FILED
U.S. BANKRUPTCY COURT
2013 SEP 10 P 1:13
S.D. OF N.Y.

*Dear Trustee,
I am sending you my "Notarize Affidavit of
Loss" to support my "Notarize B-10".
I was not given the proper time to file.
Would you please include my Priority secured
claim into Case #12-12032.*

Thank you very much,


Walter Olszewski

AFFIDAVIT OF LOSS

CASE # 12-12032

Affiants States: Comes now Walter Olszewski, Creditor, a Real Party in Interest, who is neutral in the public, who is unschooled in law, and making a special appearance before this court under the supplemental rules of Admiralty, Rule E (8), a restricted appearance, and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather in than the form, and hereby makes the following pleadings/ notices in the above referenced matter without waiver of any other defenses.

Affiants States: Maxims of Law:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth as a valid statement of reality is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

FACT: Debtor, GMAC Mortgage, LLC mislead the Court with the statement ... "Unsecured claim to the amount of \$0.00"

FACT: Sponsor of the credit, Walter Olszewski received the B10 after the filing date.

Affiants Demands: I am demanding that Debtor, GMAC Mortgage, LLC provide **proof** that **B 10** was served before the dead line for **Walter Olszewski** to file **priority claim** in the amount of **\$612,000.00**.

Affiants States: that the Debtor, GMAC Mortgage, LLC **"FAULTLY"** listed Unsecured general claim in the amount of \$0.00 was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants States: In the event that the Debtor, GMAC Mortgage, LLC failed to serve the information to Walter Olszewski before the decline to file the **B10** form was an oversight, mistake or otherwise unintentional, Walter Olszewski grants Debtor, GMAC Mortgage, LLC ten (10) days to cure the fault and effect the remedy.

Affiants requests the court: The right to file Priority secured claim in the amount of \$612,000.00

Failure to cure will constitute, as an operation of law, the FINAL admission of the obligation by Debtor, GMAC Mortgage, LLC through tacit procuration to this WRITTEN REQUEST AFFIDAVIT (PRIVATE) [Registered Mail™ RA 329754717 US] and the whole matter shall be deemed res judicata and stare decisis.

Affiants States: When no verified Affidavit rebuttal of this "REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as Debtor, GMAC Mortgage, LLC's stipulated judgment and consent/ agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Affiants States: Power of Attorney: When Debtor, GMAC Mortgage, LLC, fails by not rebutting to any part of this "Affidavit" Debtor, GMAC Mortgage, LLC, agrees with the granting unto Walter Olszewski's unlimited Power of Attorney and any and all full authorization in signing or endorsing Debtor, GMAC Mortgage, LLC's name upon any instruments in satisfaction of the obligation(s) of this Affidavit /Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement. Consent and agreement with this Power of Attorney by Debtor, GMAC Mortgage, LLC, waives any and all claims of Walter Olszewski, and/or defenses and remains in effect until satisfaction of all obligation(s) including the **LOSS OF \$612,000.00** by Debtor, GMAC Mortgage, LLC, has been satisfied.

In Witness hereof I **walter** set my hand/seal/mark;
My name is **non-negotiable**;

Date

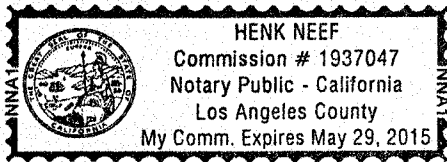
August 29, 2013


Walter Olszewski

Secured Party Creditor

JURAT

State of California }
County of Los Angeles } ss.



Notary Seal

Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

A handwritten signature in black ink, appearing to read "Henk Neef", written over a horizontal line.

Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: **AFFIDAVIT OF LOSS**
Number of Pages: **2 (INCLUDING THIS ATTACHMENT)**
Document Date: **August 29, 2013**

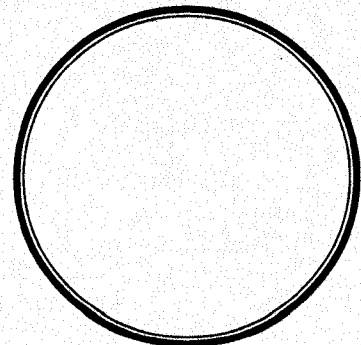
RIGHT THUMPRINT
OF SIGNER #1

A large, empty rectangular box for the right thumbprint of the first signer.

RIGHT THUMPRINT
OF SIGNER #2

A large, empty rectangular box for the right thumbprint of the second signer.

Embosser Seal



The Debtor has listed your claim as Contingent, Unliquidated, and Disputed on Schedule F as a General Unsecured claim in the amount of \$0.00. You MUST timely file a Proof of Claim or you will be forever barred from recovery.

B 10 Modified (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: GMAC Mortgage, LLC	Case Number: 12-12032	
NOTE: This form should not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) arising after the commencement of the case. A "request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(9)) may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al Name and address where notices should be sent: NameID: 10995344 Walter Olszewski vs Bank of America a corporation Bank of America Home Loans a corporation Bank of America NA a et al 104 W Loma Alta Dr Altadena, CA 91101		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: (If known) Filed on:
Telephone number: 626 399-7776	email: johnnotrin@earthlink.net	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above): BUSHA UNLIMITED CORP P.O. Box 94355, Pasadena, California 91109 Telephone number: 626 399-7776		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)().
1. Amount of Claim as of Date Case Filed: \$ \$576,000 + \$36,000 = \$612,000.00 Oct.27,2006 If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. 6.9224%		
2. Basis for Claim: Promissory notes for \$612,000.00 tendered on October 26, 2006 (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: 760-8	3a. Debtor may have scheduled account as: N/A (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$612,000.00 Annual Interest Rate 6.9224% X <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ 0 Basis for perfection: 0 Amount of Secured Claim: \$ \$612,000.00 Amount Unsecured: \$ 0		
6. Claim Pursuant to 11 U.S.C. § 503(b)(9): Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before May 14, 2012, the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ N/A (See instruction #6)		
7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #7)		
8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #8, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
9. Signature: (See instruction #9) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. (Attach copy of power of attorney, if any.) <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Walter Olszewski Title: Sponsor of the Credit Company: Address and telephone number (if different from notice address above): Telephone number: Email:		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571. 001KC0002_51765-5_domestic_21/030037/180218 1212032120824150615002972		

COURT USE ONLY

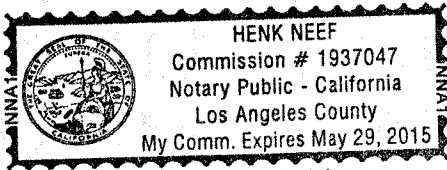
Amount entitled to priority:

\$ **612,000.00**

* Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

JURAT

State of California }
County of Los Angeles } ss.

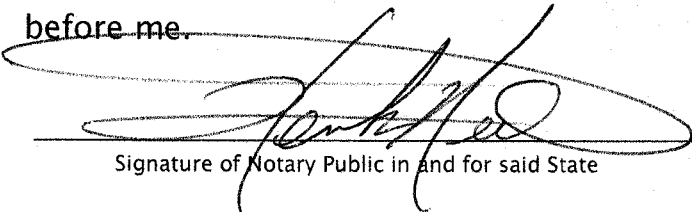


Notary Seal

Subscribed and sworn to (or affirmed) before
me on August 29, 2013 by:

WALTER OLSZEWSKI

Proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.


Signature of Notary Public in and for said State

Henk Neef

Printed Name of Notary

OPTIONAL INFORMATION

Description of Attached Document: B 10 FORM / COURT CASE 12-12032

Number of Pages: 2 (INCLUDING THIS ATTACHMENT)

Document Date: August 29, 2013

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OF SIGNER #1

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Embosser Seal

